AFTER RECORDING, PLEASE RETURN TO:

Jacob Toombs 39 East Redwing Court Saratoga Springs, UT 84043 9774078
07/05/2006 02:43 PM \$63.00
Book ~ 9318 P9 ~ 2112-2119
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
WEST VALLEY CITY
3600 CONSTITUTION BLVD
WC UT 84119-3720
BY: EPM, DEPUTY ~ WI 8 P.

- -----

# ADDENDUM II

TO THE

**DECLARATION** 

**OF** 

# COVENANTS, CONDITIONS AND RESTRICTIONS

**OF** 

# VILLAGE AT RIVER'S EDGE CONDOMINIUM ASSOCIATION, INC.

**DATED MAY 24, 2006** 

Original document recorded as Entry 9417644, in Book Number 9151, at page 6134, Pages ii-iv and 1 through 34, inclusive, in the Salt Lake County Recorder's Office, Salt Lake City, Utah on June 28, 2005.

Addendum changes are exclusive to (i) Table of Contents, addition to Article X General Use Restriction, #5 Leasing and deletion of Article XII Leasing Restrictions and (ii) Explanation for Changes in Private Area, Limited Common Area and Common Area Square Footage.

# **ACKNOWLEDGMENT OF ADDENDUM II**

I hereby acknowledge that the foregoing Addendum changes that are exclusive to (i) Table of Contents, addition to Article X General Use Restriction, #5 Leasing and deletion of Article XII Leasing Restrictions and (ii) Explanation for Changes in Private Area, Limited Common Area and Common Area Square Footage to the Declaration of Covenants, Conditions and Restrictions of Village at River's Edge Condominium Association, Inc. are true and accurate and were adopted and declared by MILLCREEK HOMES, INC.

DATED thisday of	JUNE , 2006.				
DECLARANT:	MILLCREEK HOMES, INC. a Utah Corporation				
	and Joon &				
	By: Jacob Toombs Its: President				
	U				
STATE OF UTAH )					
COUNTY OF UTAH )					
On the 7 day of sun	, 2006, personally appeared before me				
Jacob Toombs, who duly acknowledged to and before me that he executed the foregoing					
instrument for and on behalf of Millcreek Homes, Inc., in his capacity as its President, having					
authority to so act.	· · · · · · · · · · · · · · · · · ·				

T MCKAY STIRLAND
MOTARY PUBLIC - STATE of WIAH
1483 S 1100 E
GRANSH FORK UT 94889
COMM, EXP. 08-S1-2008

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# EXPLANATION FOR THE ADDENDUM II OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF VILLAGE AT RIVER'S EDGE CONDOMINIUM ASSOCIATION, INC.

Original document recorded as Entry 9417644, in Book Number 9151, at page 6134, Pages ii-iv and 1 through 34, inclusive, in the Salt Lake County Recorder's Office, Salt Lake City, Utah on June 28, 2005.

**LEVEL 1:** The total square footage decreased the limited common area by 202 square feet, the common space by 32 square feet and increased the private area by 234 square feet.

**Explanation:** The Developer decreased storage spaces on each level that were originally limited common or common area. This allowed for more interior private space for the condominium owner.

**LEVEL 2-4:** The total square footage decreased the limited common area by 67 square feet per floor, the common space by 278.3 square feet per floor and increased the private area by 345 square feet per floor.

**Explanation:** The Developer decreased storage spaces on each level that were originally limited common or common area. This allowed for more interior private space for the condominium owner.

**TOTAL UNITS:** See Exhibit A

EXHIBIT A

List of Units, Votes and Assessment Percentages

<u>Unit</u>	Address	<u>No.</u>	Votes	Assessment Percentage
1	3478 South Cozy River Place	101	1	2.5%
2	3478 South Cozy River Place	102	1	2.5%
3	3478 South Cozy River Place	103	1	2.5%
4	3478 South Cozy River Place	104	1	2.5%
5	3478 South Cozy River Place	105	1	2.5%
6	3478 South Cozy River Place	106	1	2.5%
7	3478 South Cozy River Place	107	1	2.5%
8	3478 South Cozy River Place	108	1	2.5%
9	3478 South Cozy River Place	109	1	2.5%
10	3478 South Cozy River Place	110	1	2.5%
11	3478 South Cozy River Place	201	1	2.5%
12	3478 South Cozy River Place	202	1	2.5%
13	3478 South Cozy River Place	203	1	2.5%
14	3478 South Cozy River Place	204	1	2.5%
15	3478 South Cozy River Place	205	1	2.5%
16	3478 South Cozy River Place	206	1	2.5%
17	3478 South Cozy River Place	207	1	2.5%
18	3478 South Cozy River Place	208	1	2.5%
19	3478 South Cozy River Place	209	1	2.5%
20	3478 South Cozy River Place	210	1	2.5%
21	3478 South Cozy River Place	301	1	2.5%
22	3478 South Cozy River Place	302	1	2.5%
23	3478 South Cozy River Place	303	1	2.5%
24	3478 South Cozy River Place	304	1	2.5%
25	3478 South Cozy River Place	305	1	2.5%
26	3478 South Cozy River Place	306	1	2.5%
27	3478 South Cozy River Place	307	1	2.5%
28	3478 South Cozy River Place	308	1	2.5%
29	3478 South Cozy River Place	309	1	2.5%
30	3478 South Cozy River Place	310	1	2.5%
31	3478 South Cozy River Place	401	1	2.5%
32	3478 South Cozy River Place	402	1	2.5%
33	3478 South Cozy River Place	403	1	2.5%
34	3478 South Cozy River Place	404	1	2.5%
35	3478 South Cozy River Place	405	1	2.5%
36	3478 South Cozy River Place	406	1	2.5%
37	3478 South Cozy River Place	407	1	2.5%
38	3478 South Cozy River Place	408	1	2.5%
39	3478 South Cozy River Place	409	1	2.5%
40	3478 South Cozy River Place	410	1	2.5%